The principal case stands with the very few which state the general rule on this subject. It is a general presumption that one who has the possession of the surface of the land has possession of the subsoil also. But it is a presumption merely and when, by conveyance or reservation, the two have become separated the owner of the surface can acquire no rights in the subsoil, no matter what the mode of his enjoyment of his own estate. *Caldwell* v. *Copeland,* 37 Pa. St. 427, 78 Am. Dec. 436; *Plummer* v. *Hillside Coal Co.,* 160 Pa. St. 483; *Algonquin Coal Co.* v. *Northern Coal Co.,* 162 Pa. St. 114; *Plant* v. *Humphries,* 66 W. Va. 88, 66 S. E. 94, 26 L. R. A. (N. S.) 558; *Wallace* v. *Elm Grove Coal Co.,* 58 W. Va. 453, 52 S. E. 486, 6 Ann. Cas. 140; *Coal Co.* v. *West,* 170 Ala. 346, 54 So. 200. But see *Moore* v. *Empire Land Co.,* 61 So. 940, (Ala.), where in a conveyance of the surface land, reserving the minerals, it was held that the possession of the minerals accompanied possession of the surface, the reservation, in absence of actual physical possession, being considered a legal fiction.

PRINCIPAL AND AGENT—RATIFICATION.—A mother was life-tenant of lands, her children being the remaindermen. The mother signed a contract to sell the lands which did not on its face indicate that she was acting also for the remaindermen, and which was not authorized by them, nor were they at the time cognizant of the same. Subsequently a deed conveying the land was prepared and signed by the children, but was destroyed and never delivered. The vendee having gone into possession under the contract, the mother and children sue to recover possession of the land, and to remove a cloud from the title to the same. *Held,* that there was no valid ratification of the mother's act by the children. *Flowe, et al.* v. *Hartwick,* (N. C. 1914) 83 S. E. 841.

The court in coming to this conclusion said that in order to have a valid ratification, when an unauthorized contract has been made for an alleged principal, the agent must have contracted, or professed to contract, for a principal, and the latter must signify his assent, or his intent to ratify either by words, or by conduct. Generally, a contract made by one who is not an agent, and does not claim to act as agent, cannot be ratified. *Keighley* v. *Durant,* [1901] App. Cases 240; *Merritt* v. *Kewanee,* 175 Ill. 537; *Rawlings* v. *Neal,* 126 N. C. 271. This also applies to a person who may intend to act for another but keeps this intention "locked up in his own breast". Otherwise, a way might be opened to fraud by allowing a person to make a contract between two parties without their consent. *Falcke* v. *Insurance Co.,* 34 Ch. D. 234. The ratification must be manifested in some way. A mere determination to approve, or a mere approval "kept concealed in the principal's breast", can have no legal effect. MECHEM, AGENCY (2nd Ed.) § § 477, 478. The few American cases that have considered this point are in conflict, and the English cases are not clearly harmonious. A very full discussion on this point with citations of conflicting cases will be found in 2 MICH. LAW REV. 25.